

**A SUBSTITUTE ORDINANCE
BY FINANCE/EXECUTIVE COMMITTEE**

08-O-2351

AN ORDINANCE WAIVING THE ATLANTA CITY CODE OF ORDINANCES, ARTICLE X, THE PROCUREMENT AND REAL ESTATE CODE, TO AUTHORIZE THE EXTENSION OF CONTRACT NO. FC-6007000058, POST-PRODUCTION SUPPORT FOR ENTERPRISE RESOURCE PLANNING, WITH ORACLE USA, INC., ON BEHALF OF THE DEPARTMENT OF INFORMATION TECHNOLOGY, AND TO ADD FUNDING IN AN AMOUNT NOT TO EXCEED ONE MILLION, TWO HUNDRED FIFTY THOUSAND DOLLARS AND NO CENTS (\$1,250,000.00); ALL CONTRACTED WORK TO BE CHARGED TO AND PAID FROM FUND, DEPARTMENT, ORGANIZATION AND ACCOUNT NUMBER 1001 (GENERAL FUND) 050202 (IT APPLICATIONS 5213001 (CONSULTING/PROFESSIONAL SERVICES) 1535000 (DATA PROCESSING/MANAGEMENT INFORMATION SYSTEMS); AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta ("City") entered into Contract No. FC-6007000058, Post-Production Support for Enterprise Resource Planning ("ERP") Program with Oracle USA, Inc. ("Oracle"), for a term of one (1) year, in an amount not to exceed Two Million, Five Hundred Thousand Dollars and No Cents (\$2,500,000.00) pursuant to Resolution 07-R-2542; and

WHEREAS, the Contract will expire on December 31st, 2008, however, the City has determined that it is necessary to extend the term of the Contract for an additional six (6) months to obtain additional consulting and professional services for the City's implemented ERP system; and

WHEREAS, the Department of Information Technology and the Chief Procurement Officer recommend extending the term of the contract for six (6) months and adding funding for the additional time for performance thereof in the amount of One Million, Two Hundred Fifty Thousand Dollars and No Cents (\$1,250,000.00).

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY ORDAINS:

SECTION 1: The contract is extended pursuant to the same terms and conditions previously approved by this Council for an additional six (6) months, effective from January 1st, 2009 to June 30th, 2009

SECTION 2: That additional funding is authorized in an amount not to exceed One Million, Two Hundred Fifty Thousand Dollars and No Cents (\$1,250,000.00), inclusive of any cost incurred for work performed during an administrative extension and the pendency of this legislation, resulting in a total

contract amount not to exceed Three Million, Seven Hundred Fifty Thousand Dollars and No Cents (\$3,750,000.00)

SECTION 3: At the expiration of the six (6) month extension, the City shall have the option to renew the Contract for an additional six (6) months in an amount not to exceed One Million, Two Hundred Fifty Thousand Dollars and No Cents (\$1,250,000.00).

SECTION 4: That all contracted work will be charged to and paid from Fund, Department Organization and Account number 1001 (General Fund) 050202 (IT Applications) 5213001 (Consulting/Professional Services) 1535000 (Data Processing/Management Information Systems).

SECTION 5: That the Chief Procurement Officer is directed to assist the City Attorney in the preparation of any appropriate documents to reflect the extension for execution by the Mayor.

SECTION 6: That the extension will not become binding upon the City and the City will incur no liability under it until it has been executed by the Mayor, attested to by the Municipal Clerk, approved by the City Attorney as to form and delivered to Oracle USA, Inc.

SECTION 7: That all ordinances or parts of ordinances in conflict with this Ordinance, including but not limited to the provisions of Atlanta City Code, Article X, Section 2-1206, limiting the extension of a contract to a period of not more than 90 days, are waived to the extent of the conflict.

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WHEREAS, the Contract will expire on December 31st, 2008, however, the City has determined that it is necessary to extend the term of the Contract for an additional six (6) months to obtain additional consulting and professional services for the City's implemented ERP system; and

WHEREAS, the Department of Information Technology and the Chief Procurement Officer recommend extending the term of the contract for six (6) months and adding funding for the additional time for performance thereof in the amount of One Million, Two Hundred Fifty Thousand Dollars and No Cents (\$1,250,000.00).

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY ORDAINS:

SECTION 1: The contract is extended pursuant to the same terms and conditions previously approved by this Council for an additional six (6) months, effective from January 1st, 2008 to June 30th, 2008.

SECTION 2: That additional funding is authorized in an amount not to exceed One Million, Two Hundred Fifty Thousand Dollars and No Cents (\$1,250,000.00), resulting in a total contract amount not to exceed Three Million, Seven Hundred Fifty Thousand Dollars and No Cents (\$3,750,000.00)

SECTION 3: At the expiration of the six (6) month extension, the City shall have the option to renew the Contract for an additional six (6) months in an amount not to exceed One Million, Two Hundred Fifty Thousand Dollars and No Cents (\$1,250,000.00).

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RCS# 2605
12/01/08
2:46 PM

Atlanta City Council

SPECIAL SESSION

CONSENT II

REFER

YEAS: 15
NAYS: 0
ABSTENTIONS: 0
NOT VOTING: 1
EXCUSED: 0
ABSENT 0

Y Smith	Y Archibong	Y Moore	Y Mitchell
Y Hall	Y Fauver	Y Martin	Y Norwood
Y Young	Y Shook	Y Maddox	Y Willis
Y Winslow	Y Muller	Y Sheperd	NV Borders

CONSENT II



ORDERING DOCUMENT/EXHIBIT AMENDMENT ONE

Customer Name: The City of Atlanta
Customer Address: 55 Trinity Avenue
Atlanta, GA 30303

Oracle USA, Inc.
500 Oracle Parkway
Redwood Shores, CA 94065

ORACLE CONTRACT INFORMATION

This ordering document/exhibit amendment one amends the ordering document and/or exhibit(s) listed below and all ordering document/exhibit amendments thereto (the "ordering document") between you and Oracle USA, Inc. ("Oracle").

The ordering document/exhibit is amended as follows:

A. AMENDMENT DETAILS

1. Ordering document US-12019643-28-NOV-2007

You and Oracle hereby agree to amend the ordering document as follows:

a. Section A, Services – Delete Services Table in its entirety and replace with the following:

Services	Reference	Fees*
Fixed Price Exhibit	Exhibit 1 – FPE – 300210454	\$2,499,000.00
Order Document Amendment One	ODA 1	\$1,195,000.00
Total Fees		\$3,694,000.00

*Expenses are in accordance with each referenced exhibit.

b. Exhibit 1 – FPE – 300210454

You and Oracle hereby agree to amend the Fixed Price Exhibit as follows:

3) Section 1. Description of Services is changed as follows:

- a) The first paragraph is changed to delete "for a period of 12 months (January – December, 2008)", and replace it with the following:

"for a period of 18 months (January 2008 - June 2009)".

- b) Phase 1, paragraph a)_is changed to delete "(January – December 2008), and replace it with the following:

“(January 2008 - June 2009)”

- c) Phase 2, Project Deliverables Table, Item 7 is added as follows:

“Monthly Support Services Delivered as outlined under Item 1 (Description of Services in the original agreement) and as modified by this extension, including a status report that contains a scorecard reflecting targets and summarizing the Service Requests and associated resolution activities
“

- 2) Section 2. Your Obligations and Project Assumptions, is changed as follows:

- a) Section B. Project Assumptions shall be changed to add the following prior to the assumptions section entitled “Program Management”:

“Ordering Document Amendment 2 Assumptions:

- The City and Oracle Consulting will work together to transition primary responsibility for managing all Service Request (SR) tickets to the City by 6/30/2009. The City will continue to have responsibility for assigning and resolving all infrastructure-related tickets (new user setups, responsibility assignments, etc.).
- Service-Level Agreement (SLA) goals are to become targets for achievement and are no longer a mandatory measurement for deliverables as part of this extension
- Oracle consulting functional resources on site will assist the city with report design as time allows when they are not performing their first priority function of supporting the functional personnel with maintaining the system or issues.
- Oracle will no longer be responsible for or participate in the assessment of the IT professionals for the City of Atlanta Technology Department.”

- b) Section B. Project Assumptions, Staffing, second bullet point is changed to delete “for a period of 12 months”, and replace it with the following:

“for a period of 18 months”

- c) Section B. Post-Production Support Staffing Plan for Oracle Resources and Summary of Key Changes, is changed as follows:

- i. Add the following as the first bullet point of this section:

“The following acronyms, used within this section, are defined as indicated below:

- NAC: Resources from Oracle’s North American Consulting Practice
- GSD: Resources from Oracle’s Global Services Delivery Practice”

- ii. In the “August 2008” section, the sentence “Scheduled Resources in August 2008 – 12 total”, is deleted and replaced with the following:

“Scheduled Resources in August 2008 – 11 total”

- iii. In the “September 2008” section, the sentence “Scheduled Resources in August 2008 – 13 total”, is deleted and replaced with the following:

“Scheduled Resources in September 2008 – 11 total”

- iv. The “October 2008 – December 2008” section is deleted in its entirety and replaced with the following:

“December 2008 – . In December, two additional team members from Oracle’s GSD team will be added to begin the transition of the Finance and Procurement functional support roles to GSD. These team members will come onsite and will overlap with their NAC counterparts for the entire month of December. At the end of the month, the on-site functional team members supporting Finance and Procurement from NAC will roll off and the GSD team members will serve in their place.

Scheduled Resources in October – December 2008 – 11 total”

- v. The following sections shall be set forth after the section entitled “October 2008 – September 2008”:
-

“January – March 2009 – The project team is extended. During this period, the Oracle team will include the following:

- Project Management – 1 On-Site Project Manager from NAC
- Functional Application Support – 3 On-Site Functional Support team members
 - Financials Functional Lead – On-Site from GSD
 - Procurement Functional Lead – On-Site from GSD
 - Human Resources / Payroll Lead – On-Site from NAC
- Technical Support – one (1) On-Site (serving as On-Site Technical Lead) from NAC, 1 off-site Technical Team Lead from GSD and 4 off-site technical support team members in the following roles from GSD:
 - Off-Site Financial Technical
 - Off-Site Procurement Technical Support
 - Off-Site Human Resource Technical Support
 - Off-Site Payroll Technical Support
- DBA Support – 1 off-site DBA support team from GSD

April - June 2009 – In April the two On-Site Oracle functional team members from GSD (Financials and Procurement) go Off-site and continue their Finance and Procurement functional support roles. All other roles will continue to be fully staffed as shown in the period January to March 2009.

Scheduled Resources from March - June 2009 – 11 total”

- vi. Section B. Post-Production Support Staffing Plan for Oracle Resources and Summary of Key Changes, is changed to delete the table entitled “Project Support Plan – Summary of Staffing by Month”, in its entirety, and replace it with the following:

“Project Support Plan – Summary of Staffing by Month*

City of Atlanta Support Plan	Dec-08	Jan-09	Feb-09	Mar-09	Apr-09	May-09	Jun-09	Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09
<i>Project Management</i>													
NAC On-site Project Manager													
NAC On-Site Technical Support Team Lead													
<i>Functional Support</i>													
NAC On-site Functional Support (Financials)-													
GSD On-Site Functional Support (Financials)													
GSD Off-Site Functional Support (Financials)													
NAC On-site Functional Support (Procurement)													
GSD On-site Functional Support (Procurement)													
GSD Off-site Functional Support (Procurement)													
NAC On-site Functional Support (HRMS, Payroll, Benefits)													
<i>Technical Support - GSD</i>													
Off-site Technical Support Team Lead													
Off-site Technical Support (Financials)													
Off-site Technical Support (Procurement)													
Off-site Technical Support (HRMS)													
Off-site Technical Support (Payroll)													
Off-site DBA Support													
Total Scheduled Resources by Month	13	11	11	11	11	11	11	n/a	n/a	n/a	n/a	n/a	n/a

* Grey cells indicate post-production support coverage.

- 3) Section 4. Fees and Expenses (Payment by Deliverables) is changed as follows:

- a) The deliverables/acceptance criteria table is changed to delete the last row "Total \$1,195,000", and add the following to the end of the table:

January 31, 2009 (1/31/2009)	Monthly Post production Support Services & Status Report	Monthly Support Services Delivered as outlined under Item 1 (Description of Services) and a status report that includes a scorecard reflecting targets and summarizing the Service Request and associated resolution activities	\$ 208,333.00	Delivery of Monthly Post-Production Status Report to the City Project Manager in Agreed-upon format
February 28, 2009 (2/28/2009)	Monthly Post production Support Services & Status Report	Monthly Support Services Delivered as outlined under Item 1 (Description of Services) and a status report that includes a scorecard reflecting targets and summarizing the Service Request and associated resolution activities	\$ 208,333.00	Delivery of Monthly Post-Production Status Report to the City Project Manager in Agreed-upon format
March 31, 2009 (3/31/2009)	Monthly Post production Support Services & Status Report	Monthly Support Services Delivered as outlined under Item 1 (Description of Services) and a status report that includes a scorecard reflecting targets and summarizing the Service Request and associated resolution activities	\$ 208,333.00	Delivery of Monthly Post-Production Status Report to the City Project Manager in Agreed-upon format
April 30, 2009 (4/30/2009)	Monthly Post production Support Services & Status Report	Monthly Support Services Delivered as outlined under Item 1 (Description of Services) and a status report that includes a scorecard reflecting targets and summarizing the Service Request and associated resolution activities	\$ 208,333.00	Delivery of Monthly Post-Production Status Report to the City Project Manager in Agreed-upon format
May 31, 2009 (5/31/2009)	Monthly Post production Support Services & Status Report	Monthly Support Services Delivered as outlined under Item 1 (Description of Services) and a status report that includes a scorecard reflecting	\$ 208,333.00	Delivery of Monthly Post-Production Status Report to the City Project Manager in Agreed-upon format

		targets and summarizing the Service Request and associated resolution activities		
June 30,2009 (6/30/2009)	Monthly Post production Support Services &Status Report	Monthly Support Services Delivered as outlined under Item 1 (Description of Services) and a status report that includes a scorecard reflecting targets and summarizing the Service Request and associated resolution activities	\$ 153,335.00	Delivery of Monthly Post-Production Status Report to the City Project Manager in Agreed-upon format
Total Ext 1			\$1,195,000	
Total			\$3,694,000	

4. The following paragraph shall follow paragraph "5. Project Management":

"6. Termination. You may terminate this exhibit at any time after April 15, 2009, without cause, by providing Oracle with thirty (30) business days prior written notice. The effective date of termination under this section shall be the end of the 30(th) business day after Oracle receives written notice of termination from you. You shall pay the fees and expenses, as well as the cost of materials for which Oracle has become obligated in connection with the contemplated services, through the effective date of termination. The fees for completed deliverables shall be as stated in this exhibit. The fees for incomplete deliverables shall be invoiced on a time and materials basis, at Oracle's standard time and materials rates in effect when such services are performed, but may not exceed the fee stated in this exhibit for the applicable deliverable. You and Oracle each will use reasonable efforts to mitigate fees, expenses and costs in the event of such termination."

5. Paragraph 6, Defined Terms, shall be renumbered as Paragraph 7.

B. ADDITIONAL TERMS

1. Order of Precedence. In the event of any inconsistencies between the ordering document and this ordering document/exhibit amendment one, this ordering document/exhibit amendment one shall take precedence.
2. Other. Subject to the modifications herein, the ordering document and applicable exhibit(s) shall remain in full force and effect.

Purchase Order Exception

Oracle processes your order after receipt of a purchase order. If you are unable to issue a purchase order for the services ordered hereto for an amount up to the total fees specified in Section A above, please check the appropriate box below:

- ☐ **THE CITY OF ATLANTA** does not issue purchase orders.
- ☐ **THE CITY OF ATLANTA** does not require a purchase order for the services ordered hereto.

This quote is valid through 31-DEC-2008 and shall become binding upon execution by you and acceptance by Oracle.

THE CITY OF ATLANTA

Oracle USA, Inc.

Authorized Signature: _____

Authorized Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Signature Date: _____

Signature Date: _____

Ordering Document Effective Date: _____ {To be completed by Oracle}

Part II: Legislative White Paper: (This portion of the Legislative Request Form will be shared with City Council members and staff)

A. To be completed by Legislative Counsel:

Committee of Purview: FINANCE/EXECUTIVE

Caption:

AN ORDINANCE WAIVING THE ATLANTA CITY CODE OF ORDINANCES, ARTICLE X, THE PROCUREMENT AND REAL ESTATE CODE, TO AUTHORIZE THE EXTENSION OF CONTRACT NO. FC-6007000058, POST-PRODUCTION SUPPORT FOR ENTERPRISE RESOURCE PLANNING, WITH ORACLE USA, INC., ON BEHALF OF THE DEPARTMENT OF INFORMATION TECHNOLOGY, AND TO ADD FUNDING IN AN AMOUNT NOT TO EXCEED ONE MILLION, TWO HUNDRED FIFTY THOUSAND DOLLARS AND NO CENTS (\$1,250,000.00); ALL CONTRACTED WORK TO BE CHARGED TO AND PAID FROM FUND, DEPARTMENT, ORGANIZATION AND ACCOUNT NUMBER 1001 (GENERAL FUND) 050202 (IT APPLICATIONS 5213001 (CONSULTING/PROFESSIONAL SERVICES) 1535000 (DATA PROCESSING/MANAGEMENT INFORMATION SYSTEMS); AND FOR OTHER PURPOSES.

Council Meeting Date: January 5, 2008

Requesting Dept.: Information Technology

B. To be completed by the department:

1. Please provide a summary of the purpose of this legislation (Justification Statement).

DIT desires to extend the term of the contract FC- 6007000058 for six (6) months and to add funding in an amount not to exceed One Million, Two Hundred Fifty Thousand Dollars and No Cents (\$1,250,000.00), resulting in a total contract amount not to exceed Three Million, Seven Hundred Fifty Thousand Dollars and No Cents (\$3,750,000.00)

2. Please provide background information regarding this legislation.

The City of Atlanta ("City") entered into Contract No. FC-6007000058, Post-Production Support for Enterprise Resource Planning ("ERP") Program with Oracle USA, Inc. ("Oracle"), for a term of one (1) year, in an amount not to exceed Two Million, Five Hundred Thousand Dollars and No Cents (\$2,500,000.00) pursuant to Resolution 07-R-25423.

If Applicable/Known:

(a) **Contract Type (e.g. Professional Services, Construction Agreement, etc):** Consulting and Professional Services

- (b) **Source Selection:** Cooperative Purchase
- (c) **Bids/Proposals Due:**
- (d) **Invitations Issued:**
- (e) **Number of Bids:**
- (f) **Proposals Received:**
- (g) **Bidders/Proponents:**
- (h) **Term of Contract:** 6 months w/ option to renew another 6 months.

4. **Fund Account Center:** 1001 (General Fund) 050202 (IT Applications) 5410001 (Consulting/Professional Services) 1535000 (Data Processing/Management Information System)

5. **Source of Funds:**

6. **Fiscal Impact:** (\$1,250,000.00)

7. **Method of Cost Recovery:**

This Legislative Request Form Was Prepared By: Kathleen Lane, DIT Compliance Analyst

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: GREG PRIDGEON

Dept.'s Legislative Liaison: Kathleen Lane

Contact Number: 404-335-1983

Originating Department: Department of Information Technology

Committee(s) of Purview: Finance/Executive Committee

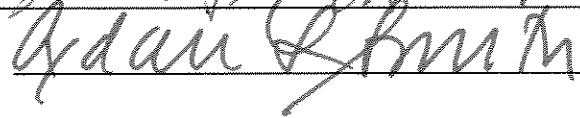
Chief of Staff Deadline: November 12, 2008

Anticipated Committee Meeting Date(s): November 24, 2008

Anticipated Full Council Date: January 5, 2008

Legislative Counsel's Signature: 

Commissioner Signature: 

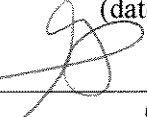
Chief Procurement Officer Signature: 

CAPTION

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Mayor's Staff Only

Received by CPO: _____ Received by LC from CPO: _____
(date) (date)

Received by Mayor's Office: 11/24/08 Reviewed by: 
(date) (date)

Submitted to Council: _____